

**ENVIRONMENTAL SERVICES
SPB05-894P-B**

1. PARTIES

THIS CONTRACT, is entered into by and between the State of Montana, Department of Administration, State Procurement Bureau, (hereinafter referred to as "the State"), whose address and phone number are Room 165 Mitchell Building, 125 North Roberts, PO Box 200135, Helena MT 59620-0135, (406) 444-2575 and **Energy Laboratories, Inc.**, (hereinafter referred to as the "Contractor"), whose nine digit Federal ID Number, address and phone number are 81-0243326, 3161 E Lyndale Ave., Helena, MT 59601 and (406) 442-0711.

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 Contract Term. This contract shall take effect upon execution of all signatures, and terminate on June 30, 2007, unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

2.2 Contract Renewal. This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year intervals, or any interval that is advantageous to the State, for a period not to exceed a total of four additional years. This renewal is dependent upon legislative appropriations.

2.3 Addition of Analytical Laboratory Contractor. Proposals will be accepted between April 1 and May 1 of each calendar year from current firms requesting review of their qualifications to perform Analytical Laboratory Services as originally requested under RFP SPB05-894P. The state will evaluate each proposal received in the exact manner in which the original proposals for other categories were evaluated. If proposal passes the requirements as evaluated to perform Analytical Lab Services, the state will update that firms term contract to include the Analytical Lab Services category contingent on said firm being in good standing otherwise.

3. NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

4. COOPERATIVE PURCHASING

Under Montana law, public procurement units, as defined in section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units.

5. TERM CONTRACT REPORTING

Term contract holder(s) shall furnish annual reports of term contract usage. Each report shall contain complete information on all public procurement units utilizing this term contract. Minimum information required to be included in usage reports: name of the agency or governmental entity who contacted you regarding a potential project; project title; agency contact person; if the project was not successfully negotiated, state the reason; number and title of contracts received; total dollar amounts for contracts received; the names of your company

personnel involved in the project; and project status as of usage report date. The report for this term contract will be due on July 20th of each year.

Reported volumes and dollar totals may be checked by the State Procurement Bureau against State records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or justification for removal from consideration for award of contracts by the State.

6. COST/PRICE ADJUSTMENTS

6.1 Cost Increase by Mutual Agreement. After the initial term of the contract, each renewal term may be subject to a cost increase by mutual agreement. Contractor must provide written, verifiable justification for any cost adjustments they request during each renewal period. Contractor shall provide its cost adjustments in both written and electronic format.

6.2 Differing Site Conditions. If, during the term of this contract, circumstances or conditions are materially different than set out in the specifications, the Contractor may be entitled to an equitable adjustment in the contract price. The Contractor shall immediately cease work and notify, in writing, the State of any such conditions necessitating an adjustment as soon as they are suspected and prior to the changed conditions affecting the performance of this contract. Any adjustment shall be agreed upon in writing by both parties to the contract.

6.3 Cost/Price Adjustment. All requests for cost/price adjustment must be submitted between April 1st and April 30th along with written justification. Requests received after April 30th will not be considered unless written approval from the SPB Contracts Officer is given to submit at a later date. In no event will cost/price adjustments be allowed beyond May 15th. All requests that are approved will be incorporated by contract amendment and made effective July 1st of the next approved renewal period.

7. SERVICES AND/OR SUPPLIES

7.1 Description of Services. Contractor agrees to provide to the State analytical laboratory services as detailed in Attachment A. The analytical laboratories used by the State, in particular the Montana Department of Environmental Quality (DEQ) Non-Point Source Program, its contractors and grantees must meet minimum qualifications with the services that they provide, the quality system that they operate under and their ability to provide the information in a useable format. The quality system and deliverable format (STORET) requirements are pass-through requirements of the funding that DEQ receives, in whole or part, from the EPA.

The scope of analytical services required by the NPS program is very broad and can include, but is not limited to: ambient water testing, wastewater analyses, drinking water testing, standing crop/algae/chlorophyll a, sediment characterization, waste characterization, radiochemistry, etc.

7.2 Reuse of Documents. When the projects dictate a design or engineered approach, the State agrees that it will not apply the Contractor's designs to any other projects.

8. CONSIDERATION/PAYMENT

8.1 Payment Schedule. In consideration for the services to be provided, the State shall pay according to the negotiated agreement for each project. Hourly rates and miscellaneous charges as provided in Attachment B shall apply.

8.2 Withholding of Payment. The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

9. CONTRACTOR WITHHOLDING

Section 15-50-206, MCA, requires the state agency or department for whom a public works construction contract over \$5,000 is being performed, to withhold 1 percent of all payments and to transmit such monies to the Department of Revenue.

10. ACCESS AND RETENTION OF RECORDS

10.1 Access to Records. The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Mont. Code Ann. § 18-1-118.)

10.2 Retention Period. The Contractor agrees to create and retain records supporting the environmental services for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party.

11. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the State. (Mont. Code Ann. § 18-4-141.) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

12. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

13. REQUIRED INSURANCE

13.1 General Requirements. The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

13.2 Primary Insurance. The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

13.3 Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

13.4 Additional Insured Status. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the

Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

13.5 Specific Requirements for Automobile Liability. The Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns or subcontractors.

13.6 Additional Insured Status. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by the Contractor.

13.7 Specific Requirements for Professional Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, the Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

13.8 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

13.9 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the State Procurement Bureau, PO Box 200135, Helena MT 59620-0135. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

14. COMPLIANCE WITH THE WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the State Procurement Bureau, PO Box 200135, Helena MT 59620-0135, upon expiration.

15. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

16. INTELLECTUAL PROPERTY

All patent and other legal rights in or to inventions created in whole or in part under this contract must be available to the State for royalty-free and nonexclusive licensing. Both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under this contract.

17. PATENT AND COPYRIGHT PROTECTION

17.1 Third Party Claim. In the event of any claim by any third party against the State that the products furnished under this contract infringe upon or violate any patent or copyright, the State shall promptly notify Contractor. Contractor shall defend such claim, in the State's name or its own name, as appropriate, but at Contractor's expense. Contractor will indemnify the State against all costs, damages and attorney's fees that accrue as a result of such claim. If the State reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.

17.2 Product Subject of Claim. If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then Contractor may, at its option, procure for the State the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing. If none of the above options can be accomplished, or if the use of such product by the State shall be prevented by injunction, the State will determine if the Contract has been breached.

18. CONTRACT TERMINATION

18.1 Termination for Cause. The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

18.2 Reduction of Funding. The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See Mont. Code Ann. § 18-4-313(3).)

19. STATE PERSONNEL

19.1 State Contract Manager. The State Contract Manager identified below is the State's single point of contact and will perform all contract management pursuant to section 2-17-512, MCA, on behalf of the State. Written notices, requests, complaints or any other issues regarding the contract should be directed to the State Contract Manager.

The State Contract Manager for this contract is:

Robert Oliver, Contracts Officer
Room 165 Mitchell Building
125 North Roberts
PO Box 200135
Helena MT 59620-0135
Telephone #: (406) 444-0110
Fax #: (406) 444-2529
E-mail: roliver@mt.gov

19.2 State Project Manager. Each using State agency or Cooperative Purchaser will identify a Project Manager in the project task order. The Project Manager will manage the day-to-day project activities on behalf of the State/Cooperative Purchaser.

20. CONTRACTOR PERSONNEL

20.1 Change Of Staffing. Since qualifications of personnel were key in determining which offerors were selected to be on this TC, a written notification of any changes in key personnel must be made to the

state agency, prior to entering into negotiations to perform any specific work scope. Contractor shall replace such employee(s) at its own expense with an employee of substantially equal abilities and qualifications without additional cost to the agency. If these staffing changes cause the contractor to no longer meet the qualifications stated herein, that firm will be removed from the service area of this TC. Failure to notify the state agency of staffing changes could result in the contractor being removed from the TC listing and possible suspension from bidding on other state projects.

20.2 Contractor Contract Manager. The Contractor Contract Manager identified below will be the single point of contact to the State Contract Manager and will assume responsibility for the coordination of all contract issues under this contract. The Contractor Contract Manager will meet with the State Contract Manager and/or others necessary to resolve any conflicts, disagreements, or other contract issues.

The Contractor Contract Manager for this contract is:

Roger Pasch
3161 E Lyndale Ave
Helena MT 59602
Telephone #: (406) 442-0711
Fax #: (406) 442-0712
E-mail: rpasch@energylab.com

20.3 Contractor Project Manager. The Contractor Project Manager identified below will manage the day-to-day project activities on behalf of the Contractor:

The Contractor Project Manager for this contract is:

Roger Pasch
3161 E Lyndale Ave
Helena MT 59602
Telephone #: (406) 442-0711
Fax #: (406) 442-0712
E-mail: rpasch@energylab.com

21. MEETINGS

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

22. CONTRACTOR PERFORMANCE ASSESSMENTS

The State may do assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. Contractors will have the opportunity to respond to poor performance assessments. The State will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

23. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor must provide for a reasonable period of time

after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

24. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

25. SCOPE, AMENDMENT AND INTERPRETATION

25.1 Contract. This contract consists of eight numbered pages, RFP # SPB05-894P, as amended, Attachments A, Contractor's RFP response as amended, and Attachment B, Cost Proposal. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

25.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

26. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

**DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT BUREAU
PO BOX 200135
HELENA MT 59620-0135**

**ENERGY LABORATORIES, INC.
3161 E. LYNDAL AVE.
HELENA MT 59601
FEDERAL ID #81-0243326**

BY: _____
Penny Moon, Contracts Officer

BY: _____
(Name/Title)

BY: _____
(Signature)

BY: _____
(Signature)

DATE: _____

DATE: _____

ATTACHMENT A CONTRACTOR'S RESPONSE



ENERGY LABORATORIES, INC. • P.O. Box 5688 • 3161 East Lyndale Ave. • Helena, MT 59604
877-472-0711 • 406-442-0711 • 406-442-0712 fax • helena@energylab.com

1. Energy Laboratories, Inc. – An Introduction

Independent, Locally Owned

Energy Laboratories, Inc. (ELI) provides independent, confidential, quality-controlled services in chemical and environmental analysis. ELI operates five branch laboratories, easily accessible to clients in the western and mid-western United States. We also serve clientele throughout the United States and foreign countries.

BILLINGS, MONTANA

1120 South 27th Street (59101)
PO Box 30916
Billings, MT 59107-0916
Voice: (406) 252-6325
Fax: (406) 252-6069
Toll Free: (800) 735-4489
Lab Director: John M. Standish
Web Site: www.energylab.com

CASPER, WYOMING

2393 Salt Creek Highway (82601)
PO Box 3258
Casper, WY 82602-3258
Voice: (307) 235-0515
Fax: (307) 234-1639
Toll Free: (888) 235-0515
Lab Director: Roger A. Garling
E-mail: energy@trib.com

COLLEGE STATION, TEXAS

415 Graham Rd
College Station, TX 77845
Voice: (979) 690-2217
Fax: (979) 690-2045
Toll Free: (888) 690-2218
Lab Director: Gary Pudge
E-mail: csele@energylab.com

GILLETTE, WYOMING

1105 West First Street
Gillette, WY 82716
Voice: (307) 686-7175
Fax: (307) 682-4625
Toll Free: (866) 686-7175
Lab Director: Terry L. Friedlan
E-mail: elig@vcn.com

HELENA, MONTANA

3161 E. Lyndale (59601)
PO Box 5688
Helena, Montana 59604-5688
Voice: (406) 442-0711
Fax: (406) 442-0712
Toll Free: (877) 472-0711
Lab Director: Deborah A. Grimm
E-mail: debg@energylab.com

RAPID CITY, SOUTH DAKOTA

2821 Plant Street (57702)
PO Box 2470
Rapid City, SD 57709-2470
Voice: (605) 342-1225
Fax: (605) 342-1397
Toll Free: (888) 672-1225
Lab Director: L. J. Hansen
Email: energylab@sd.cybernex.net

ELI's Corporate headquarters is located in Billings, Montana. ELI employees, using company-owned facilities and equipment do all services provided.

History

Founded in 1952, ELI has been providing environmental analytical services to Rocky Mountain region clientele for more than 50 years. Before 1979, the company was known as Y, S, & B Laboratories; and Energy and Environmental Resource Consultants. ELI expanded its original focus from testing and engineering for the petroleum exploration industry to complete analytical services.

Management Style

The owners and managers of ELI are deeply involved in the daily work and management of the company. Their expertise and accessibility allow for daily contact with employees and clients.

Complete Service

All ELI branch laboratories offer broad-based analytical services, state-of-the-art computerized data management systems, advisory services on sampling procedures, and compliance with all analytical methodology requirements.

Specifically, ELI focuses on the following sample types:

- | | |
|----------|----------------------|
| ⇒ water | ⇒ air |
| ⇒ wastes | ⇒ petroleum products |
| ⇒ soil | ⇒ biomass |

ELI's analytical capabilities equal or exceed those of other full service laboratories found throughout the United States. ELI is certified by the U.S. Environmental Protection Agency (EPA), National Environmental Laboratory Accreditation Program (NELAP) and various state agencies for all regulated drinking water parameters. A rigorous Quality Assurance/Quality Control (QA/QC) program is maintained which meets or exceeds the requirements of the EPA, U.S. Nuclear Regulatory Commission (NRC), and individual state agencies.

The **BILLINGS** laboratory analyzes water, waste, soil, and air for organic and inorganic contaminants. This includes volatile organics, semi-volatile organics, herbicides, pesticides, heavy metals, major minerals, bacteria, and nutrients. ELI's *Aquatic Toxicity Department* is in Billings.

The **CASPER** laboratory analyzes water, waste, soil, and air for radionuclides, inorganic, volatile organic, pesticides, and bacterial contaminants. ELI's *Radiochemistry Department* is in Casper.

The **COLLEGE STATION** laboratory analyzes soil, overburden, water, and waste for inorganic contaminants including heavy metals, major minerals, nutrients, physical characteristics and bacteria.

The **RAPID CITY** laboratory analyzes water, waste, soil, and air for inorganic, volatile organic, and bacterial contaminants. They also provide weathered / commingled fuel identification services.

The **GILLETTE** laboratory serves the mining, oil, and natural gas industries in the Rocky Mountain region. The laboratory analyzes water, natural gas, crude oil, gasoline, diesel fuel, and bacterial contaminants.

The **HELENA** laboratory analyzes water, waste, soil, and air for inorganic, volatile organic, and bacterial contaminants. They also analyze for chlorophyll.

Professional Staff

ELI is equipped to meet the multifaceted testing needs of industrial and commercial clients, consulting firms, water systems, mining companies, oil and gas companies and refineries, agricultural institutions, private parties, and governmental agencies.

ELI is committed to the continuing education development of its personnel through its tuition reimbursement policy. A high percentage of ELI's staff is degreed professionals and many have obtained graduate level degrees. Several of ELI's staff exceeds twenty years work related experience.

Work hours and workdays are dictated by client needs and all employees are fully committed to this philosophy.

2. Services and Equipment

Services

Energy Laboratories, Inc. (ELI) offers broad-based, independent services to meet business and community needs in our service area including:

- Water analysis
- Soil analysis
- Air analysis
- Other Services
- Waste Analysis
- Support services
- Petroleum Product Analysis

ELI tests a wide range of samples of environmental concern including drinking water, landfill solids, crude oil, industrial wastewater, and air. To maintain a leading place in our industry, we reinvest substantial revenues in equipment and facilities.

ELI's primary service is confidential environmental analysis to define contamination, document site cleanups, characterize unknown materials, and determine compliance with environmental regulations. ELI analyzes routine, rush, and emergency samples as needed.

All ELI samples remain the property of the client. Hazardous samples, samples unsuitable for municipal disposal, and samples placed on hold will be returned to the client upon completion of the analysis, or when other disposal arrangements have been made.

Water Analysis

ELI laboratories have extensive organic and inorganic capabilities to detect and quantify environmental contaminants in water. Contaminants of interest include heavy metals, hydrocarbons, solvents, pesticides, herbicides, major minerals, bacteria, radionuclides, and nutrients. Samples originate from domestic wells, surface waters, mining, municipal water suppliers, wastewaters, industrial processes, superfund sites (groundwater), and other sources.

Services also include aquatic toxicity testing, analysis of oil field waters, and radiochemical analysis (detection of primarily naturally occurring radionuclides, including uranium, radium, thorium, and lead).

Waste Analysis

To provide service in waste management, ELI laboratories examine both chemical and physical characteristics of solid and liquid wastes, applying the same range of organic, inorganic, radiochemical, and bacteriological tests available for water. We characterize unknown materials, determining whether hazardous waste regulations apply.

Services (continued)

Soil Analysis

ELI's soil laboratories handle soils and rock from mines, waste sites, spills, and agricultural lands, applying the same range of organic, inorganic, and radiochemical tests available for water and wastes.

Fertilizer recommendations are prepared for agricultural soils. Topsoil and overburden relative to mine reclamation potentials are examined. Acid-based accounting is measured on mine soils and waste rocks.

Air Analysis

ELI is equipped to examine indoor and ambient air for determinations of air quality and health effects.

Indoor air is analyzed for contamination resulting from industrial activities, building remodeling, and construction work. Contaminants measured include asbestos, radon, formaldehyde, heavy metals, and volatile organic contaminants.

For industrial and mining clients, we analyze filters from Particulate Matter-10 (PM-10) and other high-volume samplers that collect particulates and heavy metals from ambient air. ELI will also calibrate and maintain air samplers on-site and measure radiation in airborne dust, air toxins, and organic air contaminants.

Petroleum Product Analysis

For clients in petroleum exploration and production, ELI analyzes soil samples, formation and discharge waters from the oilfield, crude oil, natural gas, distillate fractions, and finished fuel products such as gasoline and diesel fuel.

Support Services

ELI supports clients with detailed and current information about contaminants, sampling procedures, and environmental tests. ELI maintains a complete library and an extensive computerized database on topics relevant to client activities. ELI remains current on environmental regulations, test requirements, analytical methods, and contaminant sources. We are also up-to-date on the characteristics, environmental fate, and health effects of chemicals.

Services (continued)***Other Services***

Additional services offered by ELI are radiation safety consulting, worker right-to-know, safety training for uranium mine operators and their contractors, gamma surveys, calibrations of field radiation detection instruments, and calibration of natural gas well flow meters.

ELI also provides management and laboratory support for mill and mine decommissioning projects, and consultations in the areas of radioactive waste transportation and process equipment decontamination. As part of licensing requirements for uranium mining and reclamation, we analyze bioassay samples to monitor human radiological exposure.

Equipment

ELI maintains appropriate types and quantities of laboratory equipment at all branches. Where great sensitivity and specialty are required, we own the most sophisticated instruments on the market. Where possible, we use automated instruments and accessories for timely and efficient analysis.

Data Management

ELI maintains a Laboratory Information Management System (LIMS) which runs across four networks (Novell, WFW, UNIX, and Windows NT).

Organic and Inorganic Laboratories

ELI owns the following instruments for quantifying organic compounds in water, waste, soil, and air:

- 22 gas chromatograph (GC)
 - 8 mass spectrometers (MS)
 - 6 photo-ionization detectors (PIDs)
 - 9 flame ionization detectors (FIDs)
 - 6 electron capture detectors (ECDs)
 - 14 purge and trap concentrators
 - 22 auto samplers
 - 22 computerized data storage and retrieval systems
- 4 infrared spectrophotometers (IR)
- 1 high-performance liquid chromatograph (HPLC)

Equipment (continued)

- 3 sample extraction and preparation laboratories that include overall:
 - 1 automated solvent extraction system
 - 12 liquid-liquid extractors
 - 1 gel permeation chromatograph
 - 24 solid-phase extractors
 - 8 automated sample concentrators
 - 5 sonication extractors
 - 1 microwave extraction system

For quantifying metals, minerals, and nutrients in water, waste, and soil, ELI has:

- 10 atomic absorption spectrophotometers (AA)
 - 16 flame, furnace, hydride, and cold-vapor atomizers
 - 5 auto samplers
 - 10 computerized data handling systems
- 5 inductively coupled argon plasma emission spectrophotometers (ICAP) with simultaneous and sequential, tow with a mass selective detector (ICP-MS)
 - 5 auto samplers
 - 5 data handling systems
- 2 inductively coupled argon plasma – mass spectrophotometer (ICAP-MS) for measuring very low concentration of metals in liquid samples

For quantifying other inorganics, ELI has:

- automated titrators
- ultraviolet/visible (UV/VIS) spectrophotometers
- auto analyzers
- flow-injection analyzers (FIA)
- ion chromatograph
- a sulfur analyzer

Radiochemistry Laboratory

ELI's radiochemistry laboratory is equipped with:

- 4 low-background alpha-beta proportional counters
- 2 single-channel and multi-channel gamma spectrometers
- 1 liquid scintillation spectrometer
- 2 fluorometers

Equipment (continued)

- 5 field alpha-beta-gamma scalers for gamma surveys
- 2 alpha spectrometers with 8 cells per spectrometer

Aquatic Toxicity Laboratories

Instruments and facilities for aquatic toxicity testing include:

- complete spawning and hatching facilities for fathead minnows

NOTE: Free from the stresses of shipping and handling, minnows produced in our laboratory are high quality, healthy, and strong. These minnows yield reliable and consistent results.

- temperature and humidity controlled environment
- environmental chambers for tests and cultures
- microscopes
- computerized statistical reporting and data management system

Air Quality Laboratories

Instruments and facilities for industrial hygiene and air analyses include:

- phase-contrast, polarized-light, and stereomicroscopes
- microbalance, and high-volume, top-loading filter balance (internally calibrated)
- sonic baths and desiccation chambers
- temperature- and humidity-controlled environment (monitored by hygrothermograph) for pre- and post-conditioning of air filters
- personnel sampling equipment, including pumps, absorbers, impingers, and filter cassettes

Petroleum Product Laboratories

Instruments for analyzing crude oil and natural gas include:

- GCs specifically designed for analysis of natural gas and liquefied petroleum gas
- GCs for simulated, high-temperature distillations of oil
- hydrometers
- kinematic and saybolt viscometers with baths
- distillation equipment
- sulfur determinators
- Vapor pressure, flashpoint, and pour-point/cloud point equipment

Equipment for petroleum engineering and testing includes:

- downhole-pressure measuring and recording instruments
- wireline equipment

Equipment (continued)

- echo meters
- orifice well-testers

Other

ELI maintains at all branches many other automated instruments and accessories for extracting and preparing samples and quantifying contaminants.

State-of-the-art environmental controls and recycling apparatus are used in the laboratories to recover acids and organic solvents that would otherwise be emitted into the environment.

3. Summary of Experience

Experience

Energy Laboratories, Inc. (ELI) provides analytical and related services to public and private clients. Our scope of testing includes ongoing analysis as part of a process or project, single-sample, and one-time projects. We frequently handle rush and emergency work.

Types of assignments and specific projects completed by the company are summarized here as an overview of ELI experience. The summary is not all-inclusive, however. If questions arise concerning our experience in a particular area of service or type of analysis, call the manager of the ELI branch office in your area. Relevant references are available.

Water Analysis

ELI has analyzed water from a wide range of public and private sources to document baseline water quality and to determine suitability for drinking or discharge.

- *Using chemical and biological (aquatic toxicity) methods, ELI has analyzed samples of wastewater at intermediate points and at discharge from the industrial process, for the purpose of measuring the effectiveness of water pollution controls.*
- *ELI conducts EPA-mandated tests of water (for private sources, cities, and towns) to verify compliance with drinking water regulations. We are EPA- and state-certified for analysis of all regulated chemicals and radionuclides in drinking water.*
 - *At the site of a petroleum pipeline leak threatening a public water supply, ELI tested groundwater and soil over several days and nights. Results from our tests were used to define the extent of contamination and to measure the effectiveness of cleanup. Emergency remediation successfully minimized the health risks to water users.*
- *ELI conducts on-going surface water and groundwater monitoring programs near mine and major facility sites to establish water quality baselines and to determine the water quality impacts of development.*
 - *For a proposed mining venture in a pristine, remote area, ELI performed baseline water analyses to determine the concentrations of minerals, nutrients, radionuclides, and trace metals in surface water and groundwater. Due to the sensitive project location, ELI ran tests to detect contaminants at very low concentrations (in the parts-per-billion and parts-per trillion ranges).*

Experience (continued)

Soil Analysis

ELI tests pre-mine soils, overburden, re-graded spoils, tailings, waste rock, and topsoil associated with mining and mine reclamation. Tests are conducted to predict the potential environmental challenges of mining, and to help with mine planning, permitting, and reclamation. For example:

- *ELI has tested hundreds of rock samples for post-doctorate research into acid mine drainage. ELI has analyzed materials from existing and proposed mine sites to determine the acid-forming and acid-neutralizing potential of native and disturbed materials.*
- *ELI analyzes overburden, spoils, and topsoil for open-pit coal mines, testing for mineral, metals, and nutrients as a measure of rock and soil quality.*
- *To help with site characterization and to document cleanup, ELI tests soil for contamination associated with the spill or release of fuels, solvents, and other hazardous chemicals.*
- *ELI tests agricultural soils to help farmers select and apply fertilizer. In association with an experienced, degreed agronomist, we have prepared fertilizer recommendations based on field conditions, landowner goals, and soil chemistry.*

Waste Analysis

ELI tests solid and liquid waste samples from industrial and manufacturing facilities, underground storage tank (UST) spill or leak sites, mines and sumps to determine, if present, the type and extent of contamination. Contaminants include polychlorinated biphenyls (PCBs), heavy metals, pesticides, herbicides, fuels, solvents, and corrosive, reactive, ignitable, or toxic materials.

- *ELI analyzes wastes from oil refineries, drilling operations, power plants, pipelines, fuel storage tanks, dry cleaners, service stations, and car washes. Wastes are characterized for treatment, recycling, or suitable disposal.*
- *ELI provides on-site and off-site laboratory services for Superfund-style cleanups at abandoned industrial and mine sites.*
 - *At one industrial site, ELI provided and staffed a 24-hour, 7 day/week field laboratory for soil testing. Contaminated soils were treated on-site to immobilize toxic heavy metals. ELI field operations continued for three work seasons.*
- *ELI performs laboratory analyses to determine the extent and nature of hydrocarbon contamination in groundwater and soils resulting from leaks, spills, and improper disposal.*

Experience (continued)

- *For a community with a long history of industrial activity, ELI analyzed waste solvents, waste fuels, and contaminated soil, water, and air for volatile organics, semi-volatile organics, and heavy metals. Samples were analyzed over three years to identify the solvents and fuels involved and to delineate the contaminated area. ELI test results were used to assess health risks to the community and to design a remediation plan.*
- *ELI tests waste, soil, and water associated with landfills from petroleum waste disposal. Samples are analyzed quarterly and semi-annually to detect metals, solvents, and fuels.*
- *ELI provides 24-hour emergency analytical services associated with the safety, cleanup, and public health impacts of spills and releases from pipelines, storage tanks, rail cars, and tanker trucks.*
- *On one project involving a private development, several USTs ruptured, releasing thousands of gallons of diesel and gasoline. ELI tested samples of fuel, soil, and groundwater on an emergency basis to help contain and clean up a fuel spill. Action taken on the basis of ELI's test results prevented substantial environmental damage at the site.*

Radiochemistry Analysis

ELI's radiochemistry laboratory analyzes water, air, soil, vegetation, sludge, animal tissue, urine, and mixed waste samples to identify and quantify naturally occurring radioactive isotopes. Most tests have targeted radiation decay products in the Uranium and Thorium series, and byproduct analytes such as Strontium-90. Samples have originated from drinking water supplies, uranium recovery operations (active and inactive), oil production operations, and mine waste remediation sites. For example:

- *ELI tests private and public drinking water supplies to determine compliance with the EPA regulations for radionuclide concentrations.*
- *ELI monitors seepage from uranium mill tailing sites on an ongoing basis, consistent with the NRC and remediation requirements.*
- *At uranium milling sites in New Mexico, Texas, Colorado, Washington, and Wyoming, we have monitored air, groundwater, surface water, soil, and tailings to detect radiological contamination. Some programs have included periodic biomass analysis of area vegetation, fish, and mammal tissue, and bioassay testing of human urine (in support of site radiation safety).*
- *ELI tests soil and groundwater at mine and mill reclamation sites to find and quantify Radium contamination and to verify cleanup.*

Experience (continued)

- *At one mill site, tailings impounded some 30 years ago migrated off the site, contaminating a nearby drainage. ELI sampled soil and groundwater in the area for the mill owner, in support of cleanup negotiations with the NRC. For this and similar projects, we have developed laboratory equipment and methods for rapid and inexpensive soil analysis to assess both contamination and cleanup. Our test results are routinely accepted by the NRC and state agencies.*
- *ELI performs field radiological surveys of air, groundwater, surface water, and vegetation to establish baseline conditions at proposed uranium mine sites.*
- *ELI manages uranium mine decommissioning projects from start to finish, winning site release and license termination for our clients.*
- *ELI managed the complete decommissioning process from a uranium research and development site, demonstrating the client's ability to operate a commercial in-situ mine safely. Decommissioning included equipment decontamination and disposition, surface radium cleanup and disposal, surface reclamation and re-vegetation, and groundwater restoration.*
- *In anticipation of federal regulations regarding Naturally Occurring Radioactive Materials (NORM), ELI test scales and sludge from oil and gas operations to detect and measure radiochemical contamination.*
- *ELI's Radiation Safety Officer (RSO) provides radiation consulting to ensure mining, ore processing, and decommissioning activities adequately protect human health, the environment, and meet regulatory requirements.*

Ambient Air Analysis

ELI helps clients meet the sampling requirements of their ambient air quality permits. For example:

- *ELI analyzes exposed air filters to measure trace metal and respirable suspended particulate concentrations.*
- *Monthly, ELI weighs about 700 filters for various clients, calculating particulate concentrations by computer (based on filter weight, calibration information, and meteorological data.) Some filters are also analyzed for trace metal content by means of acid sonication and atomic absorption and emission spectroscopy.*

Experience (continued)

Special Projects

ELI has performed a variety of special projects for clients, drawing on the expertise of our employees and the sophisticated capabilities of our laboratory equipment. For example:

- *For clients in petroleum exploration and production, we have tested crude oil to determine its chemical and physical properties, and natural gas to determine its composition and British Thermal Unit (BTU) value. We have analyzed formation water encountered during drilling, measuring mineral concentrations to determine the water's geologic source. Our field crews have tested oil and gas wells to determine subsurface pressures and fluid levels, have sampled fluid and gases produced in such wells, and have calibrated well meters.*
- *ELI has sampled and characterized unknown hazardous wastes.*
 - *For a Montana Indian tribe, we sampled drums of an unknown powder found in an abandoned reservation warehouse. The unlabeled drums had been in storage for at least 20 years. We identified the powder as an arsenic-based pesticide, and helped arrange for proper disposal.*
 - *On another project, ELI collected soil samples from contaminated country roads. A hazardous liquid waste appeared to have been drained intentionally onto the roads from a truck-mounted tank – source unknown. ELI determined the composition of the hazardous liquid, and followed the contaminant track to the responsible facility.*
- *ELI has developed special field and laboratory tests to meet client needs.*
 - *For one industrial client, we developed a rapid field method for estimating heavy metal concentrations in soil. The method was used successfully for several seasons to screen soils before laboratory analysis. The client acted upon field results, eliminating the wait for laboratory data.*
 - *Working with Dr. Henry Mott of the South Dakota School of Mines, we provided laboratory support for development of a computer model to predict fuel migration through soils at petroleum release sites. Our role included analyzing fuel samples to identify trace constituents for model input, and sampling and testing soils in contaminated zones to test the model's accuracy. The model has been used successfully by environmental professionals to predict contaminant migration and association health risks.*

Comprehensive Analytical Services

<p>Aquatic Toxicity Services</p> <ul style="list-style-type: none"> ▪ Acute Toxicity ▪ Chronic Toxicity ▪ Toxicity Reduction Evaluation <p>Organic Chemistry Services</p> <ul style="list-style-type: none"> ▪ Drinking Water Analysis ▪ Volatiles ▪ Petroleum, UST, LUST Related Analysis ▪ Semi-Volatile Compounds ▪ Herbicides and Pesticides ▪ Other Organics <p>Radiochemical Analyses Services</p> <ul style="list-style-type: none"> ▪ Matrix Specific Digestions ▪ Radiochemical Analyses ▪ Bioassay ▪ Radiological Field Services ▪ Radiological Equipment Calibration and Repair <p>Soils Services</p> <ul style="list-style-type: none"> ▪ Acid-Base Accounting ▪ Non-Metals ▪ Metals ▪ Cyanides ▪ Geotechnical Soils Analyses ▪ ICAP Scan ▪ Organic Contaminants ▪ Petroleum Contaminated Soils ▪ Radiochemical <p>Reporting Options</p> <ul style="list-style-type: none"> ▪ Electronic deliverables ▪ NELAC reporting ▪ A2LA reporting ▪ Level IV reports 	<p>Wastes Services</p> <ul style="list-style-type: none"> ▪ Resource Conservation and Recovery Act (RCRA) Characteristics – Ignitability, Corrosivity, Reactivity, and Toxicity ▪ Waste Oil Analysis ▪ Hydrocarbons and Hydrocarbon Contaminated Materials ▪ ICAP Scan ▪ Other Analyses of Waste <p>Water Services</p> <ul style="list-style-type: none"> ▪ Metals ▪ Non-Metals ▪ Radiochemistry ▪ Bacterial ▪ Other Services <ul style="list-style-type: none"> ✓ Domestic Water Analysis ✓ Bacteriological ✓ Livestock Suitability ✓ Drinking Water Radiochem ✓ Landfill Groundwater Analyses ✓ Priority Pollutants ✓ ICAP Scan ✓ Safe Drinking Water Act – Phase II & V <p>Other Services</p> <ul style="list-style-type: none"> ▪ Crude Oil and Petroleum Products ▪ Oilfield Water Analysis ▪ Natural Gas & Liquefied Petroleum Gas (LPG) Analysis ▪ Feeds ▪ Special Services
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Quality Assurance/Quality Control

Quality Philosophy

The Quality Assurance/Quality Control (QA/QC) program at Energy Laboratories, Inc. (ELI), is founded upon the belief that each employee has a role in obtaining high-quality, defensible data. Accordingly, we operate under strict quality guidelines, following all available internal and external controls.

All QC data relevant to specific samples are available in our laboratories for client review. Details of our quality assurance program are described in our ***Quality Assurance Manual***.

Internal Controls

Internally, ELI carefully controls the work environment, and maintains a competent and qualified staff. We follow validated methods, and routinely verify our precision and accuracy with control samples. QC procedures covering every aspect of our work are documented in writing for the review and use of all employees.

Laboratory Design

To provide a clean and productive work environment, ELI laboratories are appropriately lighted, ventilated, and designed. Bench top work areas, supply storage areas, and refrigerated storage areas are maintained and expanded as needed to accommodate current personnel, equipment, and sample volume. Test and storage areas for samples designated for volatile organic analysis are physically isolated in a separate building or area to prevent cross-contamination by other samples and laboratory chemicals.

Staffing

All activities relevant to internal control at ELI are monitored by a Corporate QA Officer and Branch QA Supervisors. The Corporate QA Officer specifies QA procedures, submits blind samples for internal analysis, audits laboratory procedures, addresses problems, and reports audit results and quality trends to top management. The Branch QA Supervisors oversee internal controls in their locations. Senior chemists review all QC and test data generated.

All laboratory analysts meet minimum requirements for education and experience, and are trained on-the-job in test procedures, documentation, and QC measures. Skill levels are tested and documented for each analyst.

Internal Controls (continued)

Sample Management

For sample integrity, the laboratories control and keep a detailed record of custody, conditions, and testing over the life of each sample. For security, only authorized personnel are allowed to enter sample storage and test areas.

We advise clients on proper sampling, providing sample containers, labels, preservatives, chain-of-custody forms, and written instructions. Upon sample receipt, we check to see that samples are intact, labeled, current, and properly preserved. All information relevant to each sample – including date of receipt, tests to be performed, analysts assigned, and test status – is tracked by computer.

Control Samples

To ensure reliable results, we systematically check test results, analyst accuracy, and the performance of equipment by running duplicate, blank, surrogate, spike, and reference samples. All QA sample results are compared with acceptance criteria at the time of analysis, and are plotted or otherwise tracked to identify trends. We immediately investigate and correct out-of-control results.

Standard Operating Procedures

Each ELI branch maintains detailed and specific Standard Operating Procedures (SOPs) and a QA manual.

The SOPs cover every phase of laboratory operation – including preparation of sample containers, sample storage, chain-of-custody documentation, sample analysis, reporting, and sample disposal. They are based upon laboratory practices and procedures issued by the EPA, the American Society for Testing and Materials (ASTM), the American Public Health Association (APHA), NIOSH, and OSHA, or provided by state agencies or the client. Where SOPs are not available, our chemists develop methods appropriate for the samples and contaminants involved.

The branch QA manuals contain general instructions for sampling procedures, sample handling, instrument calibration, reporting, analytical procedures, QC monitoring, preventive maintenance, and corrective action. Provisions of the manuals are based upon practices and procedures recommended under the EPA's Good Laboratory Practices and Safe Drinking Water programs.

All analysts and technicians are required to read and follow all documented procedures.

Internal Controls (continued)***External Controls***

As a further assurance of data accuracy and precision, the company pursues external controls where available. Routinely, we undergo agency and peer review as part of certification, round robin, and blind-sample programs.

Accreditations

ELI is accredited and certified as a QC Laboratory by various agencies and professional organizations. Certifications are based on some combination of:

- review of our QA program
- testing of prepared samples
- laboratory inspection

We hold all certifications relevant to the services we offer.

Round Robin Participation

We participate in many round robin programs available to us through professional organizations, agencies, and clients. Typical program sponsors include the EPA, NIOSH, the American Industrial Hygienists Association (AIHA), the Food and Drug Administration (FDA), and groups of private laboratories. Round robins compare test results from multiple laboratories provided with identical samples.

4.2.14 Analytical Laboratory Services

General

Related Experience and projects and references can be found in Section 4.1.1, Offeror Information—References.

Capacity

Energy Laboratories, Inc. has the ability and capacity to receive large sample sets on a daily basis and analyze the samples within the required EPA holding times. This is routinely accomplished by providing adequate laboratory facilities, a sophisticated laboratory information management system (LIMS,) dedicated, degreed chemists, and thoroughly trained laboratory technicians.

The laboratory facilities include adequate benchtop and floor space to accommodate periods of peak workloads. Working space includes sufficient benchtop area for processing samples; storage space for reagents, chemicals, glassware, bench and portable equipment items; floor space for stationary equipment; and adequate associated area for cleaning glassware. The laboratory contains at least 150 to 200 square feet per person. Laboratory departments are organized and facilities designed for specific laboratory operations in order to protect the safety of analysts and to minimize potential sources of contamination between and within department areas.

The laboratory is appropriately ventilated and illuminated, relatively free of dust and drafts, and is not subject to excessive temperature changes. A light intensity of 100-foot candles is present at all working surfaces. Ample cabinets, drawers and shelves are available for storage and protection of glassware. Exhaust hoods are available as needed for use during preparation, extraction, and analysis of samples. Air quality monitoring is conducted routinely to ensure a safe working environment.

To maintain security, all non-ELI laboratory personnel and visitors must be escorted by a staff member of ELI when present in laboratory working areas. A secure sample log in area restricts the access of unauthorized personnel to other parts of the laboratory.

The staff and analysts of Energy Laboratories, Inc. are dedicated to analyzing all samples within the specified EPA hold time. They accomplish this by working overtime and weekends when the workload necessitates.

If the capacity of any individual ELI branch lab is surpassed, that branch will utilize the other branch labs to provide the required services in a timely manner. In addition, a branch lab may utilize another branch that has capabilities that the other does not. In either of these instances, any of the branch labs may receive the sample, and will forward the sample to the capable lab. Branch labs may also be utilized when one branch has equipment out of service. Samples are tracked through the analytical process by the LIMS. The samples are always entered into the LIMS network at the branch where they are received, and the original sample ID stays with that sample throughout the entire process, whether the sample stays in-house, or is sent to a branch lab. Data from a branch lab is sent electronically via the LIMS. When all analyses are completed and approved by supervisory review, the data package is sent to the reporting department for final report generation. The

completed report is sent to data validation and finally to invoicing, at which point the report is mailed to the client. The report must be completed, validated, and reported before the samples are removed from the backlogs printed by the LIMS. The report must also be invoiced and mailed before the work order is taken off the "to be invoiced" list.

Energy Laboratories, Inc.'s goal is to maintain a standard turnaround time of 10 to 15 working days from the time the samples are received in the laboratory. Turnaround time may increase if complete information is not provided on the chain of custody or if non-routine analyses are required. Partial reports, verbal results, faxed results, and electronically deliverable data in several formats are also available upon request.

Cost

The listing of the prices charged for testing that may be required by the DEQ is presented in the following attachment A1.

